

**SAN JOSE CONVENTION CENTER
EXISTING ROOF AND TERRACE REPAIR PROJECT**

SECTION 00300

PROPOSAL FORM

PROPOSAL TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE

FOR THE

**SAN JOSE CONVENTION CENTER EXISTING ROOF
AND TERRACE REPAIR PROJECT**

Name of Bidder: Best Contracting Services, Inc.

The representations herein are made under penalty of perjury.

To: The Redevelopment Agency of the City of San Jose
 200 East Santa Clara Street, 14th Floor Tower
 San Jose, California 95113

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans and Specifications approved by the City of San Jose Director of Public Works and dated May 5, 2009, entitled "San Jose Convention Center Existing Roof and Terrace Repair Project" on file in the office of the Director of Project Management of the Redevelopment Agency of the City of San Jose, 200 East Santa Clara Street, 14th Floor Tower, San Jose, California 95113, that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Agency's Director of Project Management, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the Redevelopment Agency of the City of San Jose, in the form of the copy of the contract on file in the office of the Agency's Director of Project Management, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City and Agency as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications and Bid Documents, and to do all other things required of the Contractor by the contract.

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager

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thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such corporation, the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business as (insert fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the Agency prior to opening bids or submitted with the bid; otherwise, the bid may, at the Agency's option, be disregarded as non-responsive.

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BASE BID AMOUNT

A. Total Base Bid

Lump sum price, including the allowance, for the furnishing of all labor, materials, services, equipment, fringe benefits, taxes, insurance, overhead and profit and any other costs or expenses necessary to perform:

1. All of the work, except for those elements of the work which are the subject of the allowance described in paragraph 2, below:

Three Million Seven Hundred ThirtyThree DOLLARS
(\$3,733,000.)00 Thousand Dollars

2. Allowance No. 1 - cost of five (5) days of temporary shutdown, as described in Specification Section 011000, based upon Unit Price, below:

Seventy Five Hundred DOLLARS
(\$7500.00) (note - to be calculated by bidders as the Unit Price, below, multiplied by five)

3. Total base bid (combine A.1 and 2 above):

Three Million Seven Hundred & Forty Thousand DOLLARS
(\$3,740,500.)00 Five Hundred Dollars

B. The above base bid includes all addenda issued by the Agency, which include the following:

Number: 1, dated: 6/01/2009
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____
Number: _____, dated: _____

If any addendum issued by the Agency is not noted above by the bidder, this bid proposal may be rejected.

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UNIT PRICES

The following unit price includes costs as described in Specification Section 011000:

Description	Unit Price
Price per day of temporary shutdown	\$ <u>1500.00</u>

BID ALTERNATES

The following prices shall determine the cost or credit resulting from inclusion or exclusion in the work and shall include all labor, materials, services, equipment, fringe benefits, taxes, insurance, permit costs, overhead, profit and other costs or expenses necessary to perform the required work. The Agency reserves the right to accept or reject any or all alternate bid items which it determines are in the best interest of the Project. The bidder is required to clearly define "ADD" or "DEDUCT" for each alternate bid item.

Alternate No. 1 - Described in Specification Sections 012300 – Fiberglass Translucent Skylight Replacement with Glass Block.

Seventy Thousand DOLLARS
(\$ 70,000.00) - ADD or DEDUCT (circle one)

Alternate No. 2 – Described in Specification Sections 012300 – Parapet Wall Cap Repair.

Ninety Three Hundred DOLLARS
(\$ 9300.00) - ADD or DEDUCT (circle one)

Alternate No. 3 – (Deleted, Addendum No. 1).

Alternate No. 4 – Described in Specification Section 012300 – Wall Sealant Replacement.

One Hundred Twenty One Thousand Eight Hundred DOLLARS
(\$ 121,875.00) - ADD or DEDUCT (circle one). Seventy Five Dollars

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Alternate No. 5 – Described in Specification Section 012300 – Terrace Stair Waterproofing.

Ninety Nine Thousand Four Hundred _____ DOLLARS
(\$ 99,400.00) - ADD or DEDUCT (circle one)

AWARD OF CONTRACT

- A. Basis for Award: The lowest bid shall be determined on the basis of the Base Bid, together with consideration of alternate bid items in the following manner.

The Agency's priority for the alternate bid items is alternate no. 2, alternate no. 4, alternate no 5, and alternate no. 1, with alternate no. 2 having the highest priority and alternate no. 1 having the lowest priority (No Alternate 3, deleted in Addendum No. 1). After the time fixed in the Notice to Contractors - Invitation for Bids for the opening of bids but before the opening and public reading of any bid, the Agency shall publicly announce the budget available for the Work ("Budget"). If the Base Bid amount is less than the Budget, alternate bid items will be added in the Agency's priority order until another alternate cannot be added (also taking into consideration the effect of the following alternate bid item if it results in a credit) without exceeding the Budget to determine the lowest bid. The low bidder will be the bidder whose total amount calculated under the preceding sentence (1) includes the greatest number of alternate bid items, or (2) offers an equal number of alternate bid items for the lowest price.

Agency reserves the right in its sole discretion to select any, all, or none of the alternate bid items at the time of the award of the contract, even if those alternate bid items were not used in the analysis to determine the lowest bid.

Any bid that does not include prices for any alternate bid item may result in the bid being rejected as non-responsive.

- B.
1. The award of the contract, if it is to be awarded, will be to the lowest responsive and responsible bidder. The award, if made, is expected to be made on or about June 23, 2009.
 2. The Owner-Contractor Agreement shall be signed by the successful bidder and returned, together with the labor compliance documentation, contract bonds and insurance, within eight (8) calendar days, not including Sundays and legal holidays, after the bidder has received notice by certified mail with return receipt requested, or by hand delivery that the contract has been awarded. Any delay caused by the successful bidder in the delivery of the Owner-Contractor Agreement executed by the Contractor, labor compliance documentation, bonds and insurance within

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eight (8) calendar days shall not be cause for extension of the Completion Date.

3. Successful bidder shall file at least the minimum insurance requirements as outlined in Article 11 of the General Conditions.
 4. If the successful bidder refuses or fails to execute the Owner-Contractor Agreement and provide the required labor compliance documentation, bonds and insurance policies and certificates, the Agency Board may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be forfeited to the Agency and the Agency Board may award the contract to the third lowest responsible bidder. On failure or refusal of the third lowest responsible bidder to whom any such contract is so awarded, to execute the same and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be likewise forfeited to the Agency. The Agency Board may at any time re-advertise for bids, or may provide that the work shall be done by the Agency's employees to the extent that such may be authorized by law.
 5. If the successful bidder fails to execute the contract or fails to provide satisfactory evidence of compliance with Article 6 of the Instructions to Bidders within the time specified in the Invitation For Bids or in the specifications referred to therein, the amount of the security may be declared forfeited to the Agency and all bonds so forfeited may be prosecuted.
- C. It is understood that the Agency reserves the right to reject this bid but that it shall remain open and not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening.
- D. If written acceptance is mailed or delivered to the undersigned before bid is withdrawn by written notification to Agency, undersigned will execute and deliver a contract to Agency in accordance with this bid as accepted.

TIME OF COMPLETION

- A. The Work under the Contract shall proceed pursuant to and in accordance with a written notice from Owner to Contractor to proceed ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about July 6, 2009. Contractor shall diligently commence performance of the Work on the date specified in the Notice to Proceed. Contractor shall complete performance of the

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entire Work (as defined in Article 8 of the General Conditions) on or before One Hundred Twenty (120) consecutive calendar days after the date of issuance of the Notice to Proceed ("Scheduled Completion Date").

- B. 1. Contractor shall begin Work in accordance with the Notice to Proceed, and shall diligently prosecute the Contract to completion within the time limits specified.
2. Should Contractor begin work in advance of receiving notice that Contract has been approved by the Agency, any work performed by Contractor in advance of date of approval shall be considered as having been done by Contractor at Contractor's own risk.

IDENTIFICATION

- A. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
- B. The names of all persons interested in the foregoing bid as principals are:

Best Contracting Services, Inc.
Incorporated in the State of California

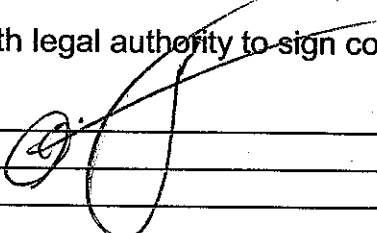
Moji Taba - President

Important Notice: If a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name of firm and names of all individual co-partners composing the firm; if an individual, give first and last names in full.

- C. Contractor's License: Contractor is licensed in accordance with an act for registration of contractors with the following Contractor's License number issued by the California Contractor's State License Board:

A, B, C39, C43, C17
Class & C20 License No. 456263
Expiration Date 05/31/2010

- D. Signature of person(s) with legal authority to sign contracts:



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E. Business Address:

29300 Pacific Street
Hayward, CA 94544

SUPPLEMENTS TO PROPOSAL FORM

In addition to all information required in the Instructions to Bidders, accompanying this Proposal Form are the following documents completely filled in by the bidder and hereby made a part hereof:

- A. Bidder's Bond or other Bid security (Section 00400).
- B. Statement of Qualifications and Experience of Bidder (Section 00410).
- C. List of Subcontractors (Section 00420).
- D. Affidavit of Financial Statement and Noncollusion (Section 00430).

In addition, Bidder has received the following, to be completed and returned with Contract following award:

Contractor's Performance Bond (Section 00510)

Labor and Payment Material Bond (Section 00511)

Labor Compliance Documentation (Section 00512).

If this bid proposal shall be accepted and the undersigned shall fail to contract, and to give the labor compliance documentation, Contractor's Performance Bond and the Contractor's Labor and Material Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the Redevelopment Agency of the City of San Jose, the Agency may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the Redevelopment Agency of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply

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with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this bid are the following documents completely filled in by the bidder, and the same are incorporated herein by reference;

1. A cashier's check or a certified check made payable to the Redevelopment Agency of the City of San Jose, or a bidder's bond executed by an admitted surety insurer naming the Agency as beneficiary, in an amount equal to at least ten percent (10%) of the total base bid.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor, and a brief description of the portion of work to be done by each subcontractor, together with the estimated dollar amount of said portion of the work, and.
3. A statement of qualifications and experience of bidder, including without limitation statements regarding bidder's experience modification rate.
4. Executed Affidavit of Financial Statement and Noncollusion

The Agency may, at its option, request additional supplemental information after bid opening.

Bidder understands that the Redevelopment Agency of the City of San Jose reserves the right to reject any or all bids and to waive any informality in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

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The undersigned declares under penalty of perjury that the information contained in this bid and all accompanying documents are true and correct.

Executed on June 03, 2009

Best Contracting Services, Inc.

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

By: Mohammad Beigi

Title: COO

City Business License No.: _____

Expiration Date: _____

State Contractor Lic. No.: 456263

Classification: A, B, C39, C43, C20 & C17

Expiration Date: 05/31/2010

Federal I.D. No.: 953781209

Address: 29300 Pacific Street

Hayward, CA 94544

Telephone: (510) 886-7240

(Note: City Business License not required in order to submit proposal.)

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ACKNOWLEDGEMENT

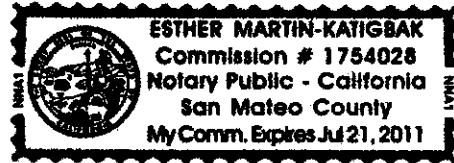
State of California
County of Alameda)

On June 3, 2009 before me, Esther Martin-Katigbak, Notary Public
(insert name and title of officer)

Personally appeared Mohammad Beigi,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
Paragraph is true and correct.

WITNESS my hand and official seal



Signature Esther Martin-Katigbak (Seal)

END OF SECTION 00300

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SECTION 00400

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Best Contracting Services, Inc.
as **PRINCIPAL**, and The Guarantee Company of North America USA
a corporation duly organized under the laws of the State of Michigan
and duly licensed to become sole surety on bonds required or
authorized by the State of California, as **SURETY**, are held and firmly bound unto the
Redevelopment Agency of the City of San Jose (hereinafter called the "Agency"), in the
penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the
Principal above named, submitted by the Principal to the Agency, for the work described
below; for the payment of which sum in lawful money of the United States, well and truly
to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by these presents. In no case shall the liability of the Surety
hereunder exceed the sum of Ten Percent of Amount Bid Dollars
(\$ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the
Redevelopment Agency of the City of San Jose, for certain construction specifically
described as follows, for which bids are to be opened at the Redevelopment Agency of
the City of San Jose, located at 200 East Santa Clara Street, 14th Floor Tower, San
Jose California, on June 5, 2009 for the following project:

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NOW, THEREFORE, if the aforesaid Principal is awarded the contract and,
within the time and manner required under the specifications, after the prescribed forms
are presented to him for signature, enters into a written contract, in the prescribed
forms, in accordance with the bid, and files a Contractor's Performance Bond and a
Contractor's Labor and Material Payment Bond, and files the required insurance policies
with the Agency, all as required by the specifications and the contract or by law, then
the obligation shall be null and void; otherwise it shall be and remain in full force and
effect.

The Surety, for value received, hereby stipulates and agrees that the obligation
of said Surety and its bond shall be in no way impaired or affected by any extension of

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the time within which the Agency may accept such Bid; and said surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Agency and judgment is recovered, the Surety shall pay all costs incurred by the Agency in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on
this 3rd day of June, 2009.

PRINCIPAL

Best Contracting Services, Inc.
Legal Company Name

By: _____

Signature

Print Name

Title

By: _____

Signature

Print Name

Title

SURETY

The Guarantee Company of North America USA
Legal Company Name

By: _____

Signature

William Sykin

Print Name

Attorney-in-Fact

Title

Address: 1800 Sutter Street, Ste. 735
Concord, CA 94520

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures.)

END OF SECTION 00400



THE GUARANTEE COMPANY OF NORTH AMERICA USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

William Syrkin, Matthew C. Welty
Millennium Corporate Solutions, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

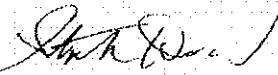
RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 13th day of November, 2007.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland


Stephen Dullard, Vice President

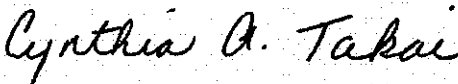

Randall Musselman, Secretary

On this 13th day of November, 2007 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.



I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 3rd day of June, 2009




Randall Musselman, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 06/03/2009

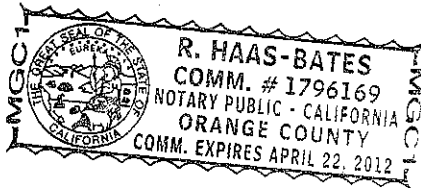
Date

before me, R. Haas-Bates, Notary Public

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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OF SIGNER
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EXISTING ROOF AND TERRACE REPAIR PROJECT

SECTION 00410

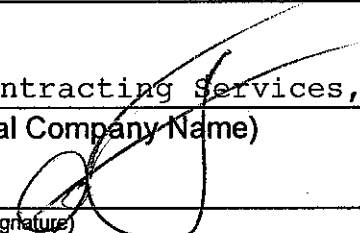
STATEMENT OF QUALIFICATIONS AND EXPERIENCE OF BIDDER

The bidder is required to state below, and on additional pages as necessary, the bidder's experience on similar work performed with a list of references that will enable the Owner to judge bidder's qualifications, experience, skill. [Note – must also include information regarding bidder's EMR.]

Please see attached

Best Contracting Services, Inc.
(Legal Company Name)

Date: 06/04/09

By: 
(signature)

Printed Name: Mohammad Beigi

Title: COO

END OF SECTION 00410

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SECTION 00420

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

[illegible]

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SECTION 00430

NONCOLLUSION AND FINANCIAL STATEMENT AFFIDAVIT

**SAN JOSE CONVENTION CENTER EXISTING ROOF
AND TERRACE REPAIR PROJECT**

Mohammad Beigi, being first duly sworn, deposes and says:
print name

Best Contracting

(1) The signatory is the COO of Services, Inc., the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid; and

(2) In accordance with Title 23, United States Code, Section 112, he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding connection with this contract; and

(3) As of the date of the bid submittal, Bidder has not filed for bankruptcy and has no plans to do so, and Bidder has the financial resources, capacity and stability to completely perform the contract.

//
//
//

00430 - 1

550593
5/19/2009

NONCOLLUSION AND FINANCIAL
STATEMENT AFFIDAVIT

**SAN JOSE CONVENTION CENTER
EXISTING ROOF AND TERRACE REPAIR PROJECT**

State of California

County of Alameda

Subscribed and sworn to (or affirmed) before me on this 4th day of June, 2009,
by Mohammad Beigi, proved to me on the basis of
satisfactory evidence to be the person(s)-who appeared before me.



(Seal)

Esther Martin-Katigbak
SIGNATURE OF NOTARY

BEST Contracting Services, Inc.
Partial List of Completed Projects

<u>Name of Project</u>	<u>Price</u>	<u>Name/Contact #</u>	<u>Location</u>	<u>Description of work</u>
UCSF HSIR WINDOW LEDGE RENEWAL	\$3,800,000.00	Richard Later (415) 502-5692	San Francisco, CA	Waterproofing
UCSF HSIR Phase 1	\$4,170,000.00	Richard Later (415) 502-5692	San Francisco, CA	Glazing
UCSF HSIR Phase II	\$2,850,000.00	Richard Later (415) 502-5692	San Francisco, CA	Glazing
UCSC College 9&10	\$1,612,000.00	Bill Jangraw / Turner (408) 776-0770	Santa Cruz, CA	Sheet metal & Wall Panels
Hollenbeck/ Cumberland	\$2,450,000.00	Sunnyvale School District Robin Williams 408-522-8225	Sunnyvale, CA	Roofing/ Mechanical
USPS SF	\$1,450,000.00	Matthew Krappman (626) 796-6101 x 19	San Francisco, CA	Roofing
Ohlone College	\$4,176,000.00	David Orias 510-659-6000	Fremont, CA	Exterior Skin
UCSC Oakes College	\$1,550,000.00	Regents of the University of CA David Marks (831) 459-2366	Santa Cruz, CA	Siding
UCSC 2300 Delaware	\$2,400,000.00	Regents of the University of CA David Rhodes (831) 459-4237	Santa Cruz, CA	Seismic, HVAC Electrical & Roofing
San Lorenzo School	\$1,550,000.00	Rene King (831) 336-9672	Felton, CA	Roofing
W-73	\$1,550,000.00	Kitchell Jason Yi 916-580-2571	Roseville, CA	Glazing
West Valley/ Mission College	\$902,000.00	Blach Constructon Dean Edwards 408-869-8412	Saratoga, CA	Mechanical
Fiscal Building	\$1,100,000.00	County of Sonoma John Hubiak 707-565-2814	Santa Rosa, CA	Roofing/ Mechanical
Ohlone College	\$4,200,000.00	Bill Jangraw / Turner 408-776-0770	Newark, CA	Metal Panels
Santa Clara County Fairgrounds	\$859,300.00	Arthur Troyer 408-494-3100	San Jose, CA	Mechanical



BEST Contracting Services, Inc.
Partial List of K-12 Schools Completed Projects

<u>Name of Project</u>	<u>Price</u>	<u>Name/Contact #</u>	<u>Location</u>	<u>Description of work</u>
Richmond Schools	\$1,520,000.00	Eugene Buick (650) 543-5600	Richmond, CA	Roofing
Hillsborough Schools	\$865,000.00	McCarthy (650) 340-8034	Hillsborough, CA	Glazing & Mechanical
San Lorenzo Valley	\$1,570,000.00	Rene King (831) 336-9679	Felton, CA	Roofing
San Lorenzo	\$670,000.00	Rene King (831) 336-9679	Felton, CA	Roofing
Oakley USD	\$1,050,000.00	Ed Zurawski/Oakley USD (925) 625-0700	Oakley, CA	Glazing
Hollenbeck School	\$1,420,000.00	Robin Williams (408) 522-8225	Sunnyvale, CA	Mechanical/ Plumbing
Cumberland School	\$757,000.00	Robin Williams (408) 522-8225	Sunnyvale, CA	Mechanical/ Plumbing
Hercules Middle School	\$465,000.00	Vanpelt/Pete Norgaard (408) 522-8225	Hercules, CA	Masonry/ Waterproofing
Mt. Tamalpais	\$620,000.00	Tamalpais Union HSD (415) 945-3717	San Rafael, CA	Roofing





BEST CONTRACTING SERVICES, INC.
COMPANY PROFILE and LIST OF REFERENCES

CY 2009

OFFICES:

Southern California

Best Contracting Services, Inc.
19027 S. Hamilton Ave.
Gardena, CA 90248
Tel: 310-380-6060
Fax: 310-212-0693

Northern California (1)

Best Contracting Services, Inc.
29300 Pacific Street
Hayward, CA 94544
Tel: 510-886-7240
Fax: 510-886-7322

Northern California (2)

Best Contracting Services, Inc.
8382 Rovana Circle
Sacramento, CA 95828
Tel: 916-739-0532
Fax: 916-739-0534

CA License Number: 456263; Expires 05/31/10

CA Classification: A, B, C39, C43, C20, C17, C10

Nevada Lic. No.: 0071984, 0071985, 0071986, 0071987

Nevada Classification: B, C8, C13, C15

Business Desc: Specialty Sub-Contractor -
Roofing, Waterproofing, Glazing, etc.

E-mail: info@bestcontracting.com

Website: www.bestcontracting.com

Year Established: 1982

No. of Years in Business: 26 Years

No. of Employees (YTD 8/08 Ave.): 500

DUNS#: 11-312-3483

Federal Tax ID#: 95-3781209

State Employer ID#: 30581193

Moji Taba - President

Sean Taba - C.E.O.

Kayhan Fatemi - Executive Vice President

Bob Mars - C.O.O. (SoCal)

Mohammad Beigi - C.O.O. (NoCal)

John McLain - Vice President

FINANCE:

Citibank (West), FSB
787 W. 5th Street, 29th Floor
Los Angeles, CA 90071
Acct # 200340578
Diana Fisk - Vice President
Tel #: (213) 239-1715
Fax#: (213) 239-1714

BONDING COMPANY:

Millennium Corporate Solutions, Inc.
5530 Trabuco Road
Irvine, CA 92620
Rebecca Haas-Bates - Surety Acct Mgr
Tel#: (949) 679-7116
Fax#: (949) 679-7226
Email: RebeccaH@mcsins.com

INSURANCE BROKER:

Lockton Insurance Brokers, Inc.
725 S. Figueroa Street, 35th Floor
Los Angeles, CA 90017
Susan Clayton
Tel#: (213) 689-2329
Fax#: (213) 689-0524
Email: sclayton@lockton.com

REFERENCES:

Tremco, Inc.
3735 Green Road
Beachwood, Ohio 44122
Phone: 800-852-6013
Fax: 216-292-5161

South Coast Shingle
2221 E. South Street
Long Beach, CA 90806
Phone: 562-634-7101
Fax: 562-408-6389

Allied Bldg Products (Attn: Yvonne)
1510 N 21st Avenue
Phoenix, AZ 85009
Phone: 602-256-2002
Fax: 847-472-9824

ABC Supply Co.
19016 S. Figueroa
Gardena, CA 90249
Phone: 760-891-0001
Fax: 310-217-9156

Sarnafil, Inc.
12010 Woodruff, Ste B
Downey, CA 90241
Phone: 781-828-5400
Fax: 714-821-9356

Roofing Supply of No.Ca. LLC
915 66th Avenue
Oakland, CA 94621
Phone: 510-568-5585

UNION SHOPS:

SoCal:

Local #36 United Union of Roofers
Local #220 Roofers & Waterproofers
Local #105 Sheet Metal
Local #1595 Painters & DryWall
Local #433 Iron Workers
Local #636 Glaziers Union
Local #45 SanDiego Roofer
Local #273 Ventura

NoCal:

Local #169 & #718 Bay Area & Sacramento Glaziers Union
Local #104 Sheet Metal
Local #40 Bay Area Roofers & Waterproofers
Local #81 Bay Area & Sacramento Roofers & Waterproofers
Local #95 Bay Area Roofers & Waterproofers
Local #66 Plasterers
Local #162 Sheetmetal (Sacramento)
Local #442 Pipefitters/PLMRS
Local #3 Bricklayers
Local #1 Iron Workers



Updated 10/30/08



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number: **456263**

Entity: **CORP**

Business Name: **BEST CONTRACTING SERVICES INC**

Classification(s): **C39 B A C43 C20 C17 C10**

Expiration Date: **05/31/2010**



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

This pocket card is valid through the expiration date only.

If found, drop in any mailbox.

Postage guaranteed by:

Contractors State License Board
P.O. Box 26000, Sacramento CA 95826

Licensee Signature

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

BEST CONTRACTING SERVICES INC

to engage in the business or act in the capacity of a contractor
in the following classification(s):

C20 - WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING
C17 - GLAZING
C10 - ELECTRICAL

Witness my hand and seal this day,

May 15, 2008

Issued May 7, 1984



Stephen P. Sands
Registrar of Contractors

456263

License Number

This license is the property of the Registrar of Contractors,
is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated
for any reason. It becomes void if not renewed.



The Guarantee Company of North America USA
1800 Sutter Street, Suite 735, Concord, CA 94520

April 20, 2009

Oakland Unified School District
1025 2nd Ave
Oakland, CA 94606

Re: Best Contracting Services, Inc.

Bondability

Project: San Jose Convention Center
Existing Roof & Terrace Repair Project

Attention Prequalification Department:

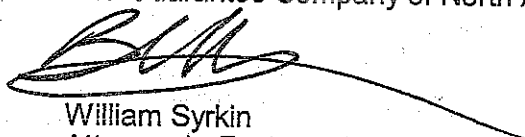
It has been the privilege of The Guarantee Company of North America USA (GCNA) to provide surety bonds on behalf of Best Contracting Services, Inc. (Best) since October of 2007. GCNA has agreed to evaluate Surety parameters as follows: \$35,000,000 single job and \$90,000,000 aggregate levels. These are not limitations of current support levels, but rather guidelines, which the Surety has set forth.

GCNA maintains an A.M. Best Rating of A-VIII, is listed on the Federal Register of approved Sureties and is licensed to do business in the State of California.

It is our intent to execute Performance and Payment bonds for projects that fall within these parameters at the time of award subject to our normal underwriting criteria. You understand, of course, that any arrangement for the final bond or bonds is a matter between Best and ourselves. We assume no liability to third parties or to you if for any reason we do not execute the final bond or bonds.

Superior project management, workmanship and timely completion of projects are common on Best Contracting Services, Inc. jobs. If you would like to discuss specifics regarding Best's capacity to bond projects, I would encourage you to contact me directly at (949) 679-7144.

The Guarantee Company of North America USA


William Syrkin
Attorney-in-Fact

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan; having its principal office in Southfield, Michigan, does hereby constitute and appoint

William Syrkin, Matthew C. Welty
Millennium Corporate Solutions, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31st day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 13th day of November, 2007.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

Stephen Dullard
Stephen Dullard, Vice President

Randall Musselman
Randall Musselman, Secretary

On this 13th day of November, 2007 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2012
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 20th day of April, 2009.



Randall Musselman
Randall Musselman, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 04/20/2009

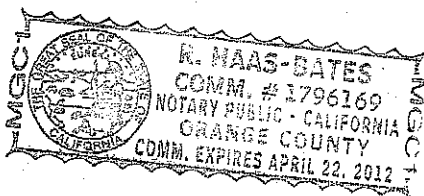
Date

before me, R. Haas-Bates, Notary Public

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Nº 08305

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

The Guarantee Company of North America USA

of Michigan, organized under the
laws of Michigan, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance:

Surety

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 20th
day of December, 2006, I have hereunto
set my hand and caused my official seal to be affixed this
20th day of December, 2006.



John Garamendi
Insurance Commissioner

By

Patricia K. Staggs
for Richard D. Baum
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/1/2009

DATE (MM/DD/YYYY)

PRODUCER Lockton Companies, LLC-L Los Angeles
725 S. Figueroa Street, 35th Fl.
CA License #0F15767
Los Angeles CA 90017
(213) 689-0065

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Best Contracting Services, Inc.
1026952 19027 S. Hamilton Ave
Gardena CA 90248

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Arch Insurance Company	11150
INSURER B: American Guarantee and Liability Insurance Company	26247
INSURER C: Zurich American Insurance Company	16535
INSURER D:	
INSURER E:	

COVERAGES BESRO01 N3

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	71PKG2238300	12/1/2008	12/1/2009	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ Excluded
		<input checked="" type="checkbox"/> Contractual				PERSONAL & ADV INJURY \$ 1,000,000
A		<input checked="" type="checkbox"/> XCU Coverage	71PKG2238300	12/1/2008	12/1/2009	GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
		POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
A		AUTOMOBILE LIABILITY	71PKG2238300	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
		ANY AUTO				OTHER THAN EA ACC AGG \$ XXXXXXXX
B		EXCESS/UMBRELLA LIABILITY	AUC-5944657-00	12/1/2008	12/1/2009	EACH OCCURRENCE \$ 10,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 10,000,000
		DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
		RETENTION \$				\$ XXXXXXXX
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71WCI2238200	12/1/2008	12/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below No				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER	MCP 5223810-00 (cont. equip)	12/1/2008	12/1/2009	Each Claim: \$2,000,000
		Contractors Pollution Liability				Policy Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
ISSUED AS EVIDENCE OF INSURANCE ONLY

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]